

ARTICLE 3 Special Provisions

1.0 Conduct and Separation.

All Contractor personnel working in-residence at a JPL facility will be expected to conduct themselves in accordance with JPL standards of conduct, as described in "Standards of Conduct and Procedures for Handling Contractor Personnel Problems, Discipline, and Separation," form JPL 4412, which is incorporated into this Contract. The Contractor shall be responsible for ensuring that its personnel perform their JPL work assignments and conduct themselves in a manner acceptable to JPL. JPL may require the Contractor to separate any Contractor personnel from a JPL work assignment at any time for any lawful reason. In the event of such separation, the Contractor shall have the responsibility for reassigning or terminating such Contractor personnel.

2.0 Data Removal from Computers.

The Contractor shall erase or otherwise remove all data (which can include sensitive, Privacy Act, proprietary, and mission critical data) from hard drives and other computer storage devices and remove licensed software from Government-owned computers before such computers leave the control of the Contractor organization by transfer or disposal. JPL data shall also be removed from Contractor-owned computers when the computer will be no longer used for this Contract. The Contractor shall archive all data required to be retained, pursuant to the "Rights in Data - General" Article. Guidance on what constitutes mission-critical data and sensitive information (such as business and restricted technology information and scientific, engineering, and research information) is contained in NASA Procedure and Guidelines for Security of Information Technology (NPG) 2810, available on the worldwide web or from the JPL Negotiator. Proprietary data consists of trade secrets and other commercial or financial information confidential to the individual owner or organization. Proprietary data is normally labeled as such. Trade secrets or commercial or financial information that has been released to the public or is otherwise in the possession of persons other than the individual owner or organization is in the public domain and may no longer be entitled to proprietary protection.

The Contractor shall submit to JPL a written certification that all applicable data has been erased or otherwise removed from computers when returned to JPL or disposed of.

3.0 Government Property Transfer.

Accountability for all Government-owned property acquired under Contract No. (*) is hereby transferred to Contract No. (*), effective the date of this Modification No. (*). The transferred property specified below is for use in the performance of this Contract and is subject to the provisions of the Article of this Contract entitled "Government Property" and the attachment to the "Government Property" Article, "Management of Government Property in the Possession of Contractors" (form JPL 0968).

(* enter number)

Govt. ID No.	Nomenclature	Model	Serial No.	Qty.	Value
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4.0 JPL Contractor Safety and Health Notification.

Contractor has signed and acknowledged receipt of a copy of "JPL Contractor Safety and Health Notification," form JPL 2885 (identifying applicable required documentation, safety requirements, emergency handling procedures, etc.), which is hereby made a material part of this Contract. The costs associated with compliance with all applicable requirements as identified on form JPL 2885 are included in the Contract pricing, and therefore, Contractor compliance with such requirements shall not entitle the

Contractor to an equitable adjustment under the General Provisions of the Contract entitled "Safety and Health," and "Changes," or under any other provision of this Contract.

5.0 Key Personnel and Facilities.

The personnel and/or facilities, if any, specified below in paragraph (*) are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify JPL reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. No diversion shall be made by the Contractor without the written consent of JPL; provided, that JPL may ratify in writing the change, and such ratification shall constitute the consent of JPL required by this Article. Paragraph (b) below may, with the consent of the Contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel and/or facilities, as appropriate.

The following Contractor personnel shall be considered Key Personnel under this Contract:

(**)

(* enter paragraph number; ** enter list names; you may also indicate the fraction of full time agreed to, or hours proposed - e.g., "Bruce Wayne - Full Time" or "Clark Kent - 20 Hours")

6.0 Personnel Processing.

Contractor personnel shall report to the JPL Security Group Office for (i) check-in processing before commencing work and (ii) check-out processing when terminating. Separation check-out will include the return of all Government property and badges, documents, and tools which may have been provided by JPL during each individual's performance under this Contract.

7.0 Reimbursable Hours.

Contractors are reimbursed only for the specific hours worked by their personnel, which have been authorized by JPL in accordance with corresponding contract terms. Contractors are not reimbursed for any scheduled time not worked due to their personnel being directed by JPL to leave, or not report to, their JPL workstations when JPL deems it to be unsafe or useless to work at their JPL workstations due to earthquake, fire, civil disturbance, hazardous materials (HAZMAT) incident, power outage, or other situations.

8.0 Report of Hours Worked by Contractor Personnel.

The Contractor is required to furnish JPL with a report of the hours worked by its employees. This report shall be weekly, in accordance with the terms of the Contract. The report is used by JPL for work-hour reporting only. The report should include the following information:

Contract company name.

Contract number.

Week ending date. Week should be compiled on the same basis as the Laboratory workweek, i.e., the workweek starting at 12:01 AM Monday and ending at midnight on the following Sunday.

The name and JPL badge numbers of all contractor personnel. No contractor personnel should work more than one week on a visitor's badge.

Columns for straight-time hours and overtime hours distributed by JPL account numbers in a format acceptable to the JPL Contract Audit Group of the Accounting Section.

The work location of contractor personnel (building/room number, or name of other location).

Signature approvals by representatives of the Contractor company and the cognizant Contract technical manager.

9.0 Security or Privacy Safeguards.

The Contractor shall not publish or disclose in any manner, without the Negotiator's written consent, the details of any safeguards either designed or developed by the Contractor under this Contract or otherwise provided by JPL.

To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of JPL data, the Contractor shall afford JPL access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

If new or unanticipated threats or hazards are discovered by either JPL or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

10.0 Software Furnished by JPL.

The Contractor and its subcontractors at every tier shall comply with any copyright and limitation of liability notices and any restricted rights legends affixed to any software provided by JPL in the performance of this Contract effort.

Software entitled “_____” provided by JPL to the Contractor under this Contract is governed by the terms of the “Software License Agreement for use of JPL-Furnished Software under Contract No. _____” attached and incorporated into this Contract, Exhibit No. (*). The license Agreement and this provision are effective as of the date of this Contract or the date the Software was first provided by JPL for use under this Contract, if earlier. The term “Software” is defined in Exhibit No. (*).

(* insert exhibit number)

11.0 Subcontract Real Property Leases.

If, pursuant to JPL request and/or as a direct charge to this Contract, the Contractor leases or provides real property for use under the Contract, the Contractor must first obtain an environmental audit report acceptable to JPL.

The Contractor's solicitation for the lease shall include the following notices:

REQUIREMENT FOR AN ENVIRONMENTAL AUDIT

OF THE PREMISES

The offeror(s) selected for negotiations will be required to submit prior to award an environmental audit report (report), acceptable to JPL, which identifies the exact extent to which the facilities proposed in response to this solicitation, and the real property in or on which they are situated, ARE, and ARE NOT, in compliance with the applicable requirements of federal, state and local environmental laws, regulations and ordinances. The report shall be prepared and attested to by a firm recognized as conducting environmental

audits acceptable to JPL. The report shall fully disclose any and all hazards and contaminants in/on/under the facilities or real property and the location(s), nature and extent of such hazards or contaminants. The report shall disclose the locations, nature and condition of any and all of the following (but disclosure shall not be limited to these): storage tanks, sumps, pits, dump sites, landfills, pipelines, transformers, capacitors, asbestos, hazardous materials and waste products. The report shall include, or the preparer of the report shall make available to JPL on JPL request, complete documentation, data, laboratory reports, tests and survey results in support of the matters studied and the matters attested to in the report. The report shall be updated just prior to the award of a subcontract for the lease or purchase of the premises.

INVESTIGATION OF PROPOSED SITES BY JPL SAFETY OPERATIONS SECTION PERSONNEL

By submitting its proposal (or quotation or bid), the offeror agrees to submit an environmental audit report required by this notice on request and to assist JPL Safety Operations Section personnel in confirming the environmental audit report findings through a view of the property which is the subject of the report and a review of any supporting documentation.

(end of notices)

The subcontract lease shall contain the substance of the following provisions, in which the "Lessee" or tenant is the JPL Contractor and the "Lessor" or landlord is the subcontractor:

ARTICLE __. MAINTENANCE OF THE PREMISES IN COMPLIANCE WITH ENVIRONMENTAL LAWS AND INDEMNITY FOR HAZARDOUS CONDITIONS

The Lessor warrants that the Leased Premises and the real property in and on which they are situated, are, and Lessor shall at all times maintain the real property and the Leased Premises in, a condition in compliance with applicable federal, state and local environmental laws, regulations and ordinances, except as set forth below:

The Lessor consents, by entering into this Lease, to inspection, at any reasonable time, of the real property in and on which the Leased Premises are situated, by the JPL Safety Operations Section personnel for confirmation of compliance with federal, state, or local environmental laws, regulations and ordinances.

Except for hazardous conditions or environmental law violations directly and willfully attributable to Lessee, the Lessor shall indemnify and defend Lessee and Lessee's directors, officers and employees, the California Institute of Technology/Jet Propulsion Laboratory, and the United States Government, against, and hold all these harmless from, any liability, damages and expenses, including legal fees and the costs of litigation, resulting from any and all conditions and occurrences, and from any and all claims and actions arising from or alleging, noncompliance with any environmental law, regulation or ordinance, and/or which arise from activities or conditions on the Leased Premises or the real property in or on which they are situated.

12.0 Taxes – Withholding

JPL may withhold from any payments, which are due and payable under the Contract, such amounts that JPL determines must be withheld in compliance with State and/or Federal Tax Withholding requirements. JPL shall not be liable for amounts incorrectly withheld under this Provision; provided, however, that if JPL determines that any amounts due to the Contractor have been incorrectly withheld, and said amounts have not already been remitted to the taxing authority, JPL will pay such amounts to the Contractor within a reasonable period of time.

13.0 Use of Government Facilities or Equipment.

Authorization has been received from the appropriate authority for the Contractor to use in the performance of this Contract the Government-owned facilities or equipment specified below which have been provided to the Contractor under Contract No(s). _____ (if applicable). In the event that any change is made in the terms and conditions of such Contract(s) resulting in the unavailability to the Contractor, during the performance of this Contract, of any or all of the specified facilities or equipment, such equitable adjustment as may be appropriate will be made in this Contract.

ITEM	GOVERNMENT PROPERTY NO.
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- NOTE:
- i. If there are either too many items to be listed conveniently or if specific items cannot be identified in advance, the words "All" or "Various" may be used instead of a listing, or a reference may be made to an inventory schedule or a separate Exhibit.
 - ii. The negotiator will contact the cognizant JPL property representative whenever GFP is involved to make sure the property aspects of the contract can be administered properly.